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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Compumedics LimitedApplication No./Patent No.: 10/765,320Filed/Issue Date: January 27, 2004Entitled: Online Source Reconstruction for EEG/MEG and ECG/MCGCompumedics Limited, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy therefore is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Manfred Fuchs To: Compumedics Limited

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: Stephen F. Sands To: Compumedics USA

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: Compumedics USA To: Compumedics Limited

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Scott H. Davison/

Signature

March 11, 2009

Date

Scott H. Davison

Printed or Typed Name

(619) 238-3545

Telephone Number

Attorney of Record

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## ASSIGNMENT

**WHEREAS**, Manfred Fuchs, a citizen of Germany, having a mailing address at Uphoffweg 20, 22457 Hamburg, Germany, made an invention entitled **Online Source Reconstruction for EEG/MEG and ECG/MCG** which was disclosed and claimed in:

**(1) US Serial No. 10/765,320, filed January 27, 2004,**

**(2) PCT/US2004/02392, filed January 27, 2004, and**

**(3) US Serial No. 60/443,234, filed January 27, 2003, and**

**WHEREAS**, Compumedics Limited, a corporation organized and existing under and by virtue of the laws of Australia and having a principal place of business located at 30-40 Flockhart Street, Abbotsford, 3067 Australia (hereafter "Compumedics"), is desirous of acquiring the entire right, title, and interest in and to said invention, the U.S. and foreign Letters Patent that may be issued thereon, and any improvements thereto;

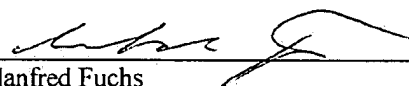
**NOW THEREFORE**, Be It Known, that for good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the entire right, title, and interest of said Manfred Fuchs in and to said application for United States Letters Patent, the Invention disclosed and claimed therein, and any resultant patent or patents for said Invention and any renewals, reexaminations, reissues, extensions, substitutions, continuations, continuations-in-part, or divisionals thereof, including all foreign patents or rights claiming the benefit of priority therefrom or relating thereto, as fully set forth and described in the specification of said application for Letters Patent, is hereby sold, assigned and transferred unto Compumedics.

Pursuant to this Assignment, Manfred Fuchs warrants that he has made no other assignment, license, transfer, grant, mortgage, encumbrance, or other agreement regarding or affecting the rights and intellectual property interests in the subject invention to or with any party other than Compumedics; and agrees that he and his executors or legal representatives will make, execute, and deliver any and all written instruments including application papers, affidavits, assignments, or other documents as requested by

Compumedics; will promptly communicate to Compumedics any facts or circumstances known to him regarding the conception or reduction to practice of the invention or improvements thereon; will cooperate with and testify on behalf of Compumedics in any proceeding before the U.S. Patent and Trademark Office, foreign patent office, state or federal court, or any administrative body or alternate dispute resolution forum; and generally do all things which may be desirable or necessary in the view of Compumedics to vest, obtain, secure, perfect, maintain, or enforce any rights under the invention, application, Letters Patent, or similar proprietary intellectual property rights created or subsisting therein, or any improvement thereto, which are the subject of this Assignment.

The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent in accordance with this Assignment.

Dated: 24.06.2005

  
Manfred Fuchs

Dated: 24.06.05

   
Witness as to Manfred Fuchs

## EMPLOYMENT AND NON-COMPETITION AGREEMENT

THIS EMPLOYMENT AND NON-COMPETITION AGREEMENT (this "Agreement") is made and entered into this \_\_\_ day of April 2002, by and between Stephen F. Sands ("Employee") and Compumedics USA L.P., a Texas limited partnership (the "Company").

### WITNESSETH:

WHEREAS, the Employee has served as an executive employee of Neurosoft, Inc. ("Neurosoft"), substantially all of the assets and business (including goodwill) of which are being acquired by the Company;

WHEREAS, in order to protect the Company's investment in the business and assets of Neurosoft, the Company has established as a condition precedent to the Company's acquisition of the assets of Neurosoft that the Company and Employee enter into this Agreement, including the Assignment and Consent set forth in Exhibit B hereto;

WHEREAS, the Employee has developed valuable relations with Neurosoft's customers, suppliers and distributors and has learned and developed confidential and proprietary information relating to Neurosoft's business and operations, which Neurosoft is assigning to the Company;

WHEREAS, the Company will disclose to Employee valuable trade secrets and know-how of the Company and its affiliates and provide training to the Employee relating to the products of the Company and its affiliates;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment and Duties. On the terms and subject to the conditions set forth herein, the Company hereby employs the Employee, effective as of the closing date of the acquisition by the Company of the assets of Neurosoft, to serve as the President of the Company's Neuroscan operations. The Employee shall perform the regular duties of his position and as a member of the Company's Senior Management Team, and such other incidental and customary duties as the Company's governing board may from time to time assign. During the term of this Agreement, the Employee shall report directly to the governing board of the general partner of the Company. The Employee shall devote his full working time and best efforts to performing such duties and shall act, at all times, in the Company's best interests. Notwithstanding the foregoing, in the event that the Company requires the Employee to relocate from El Paso, Texas, and the Employee is unwilling to do so, the Company shall be deemed to have terminated the employment of the Employee without Cause (as that term is defined in Section 6(a) below).

2. Compensation. The Employee shall receive compensation as set forth in Exhibit A attached hereto and initialed by the parties for identification.

3. Benefits. The Employee shall be entitled to participate in all standard employee benefit plans offered to full-time management employees of the Company. The Company shall



initially establish such plans consistent with the overall policy guidelines that were applied at Neurosoft. The Employee's eligibility for and participation in such plans shall be wholly governed by and subject to the terms and conditions of the official plan documents of each plan, including as regards the Company's rights to modify the same. To the extent permitted by the applicable plan without requiring additional funding by the Company, the Employee shall be given prior service credit for his years at Neurosoft as though he were employed during said period with the Company.

4. Reimbursement of Expenses. The Company shall reimburse the Employee for reasonable business expenses incurred by the Employee in the performance of his duties hereunder in accordance with the Company's standard expense reimbursement policy in force from time to time.

5. Company Policies. The Employee acknowledges and agrees that the Company has and will adopt, and modify, from time to time policies applicable to its employees, and the Employee agrees to comply with all such policies.

6. Term and Termination. The Employee's employment hereunder shall commence on the date referred to in Section 1 above and shall continue until terminated. The Employee's employment shall terminate upon the earliest to occur of (i) the Employee's death; (ii) the Employee's Disability (as hereinafter defined); (iii) the Company's termination of the Employee's employment for Cause (as hereinafter defined); (iv) the Company's termination of the Employee's employment for any reason other than Cause upon ten (10) days' prior written notice to the Employee, and (v) the Employee's voluntary termination of his employment for any reason upon ten (10) days' prior written notice to the Company. Notwithstanding the foregoing, and as additional consideration for Employee's obligations hereunder, including the Assignment and Consent referred to in Section 17, the Company agrees that it will not terminate the Employee's employment without Cause hereunder prior to December 31, 2006 unless either (x) such termination is due to Employee's Death or Disability or (y) the Company pays the Employee the severance consideration identified in Exhibit A.

For purposes of this Agreement:

(a) "Cause" includes (i) the Employee's breach of any material provision of this Agreement; (ii) the Employee's proven fraud or dishonesty, or the Employee's theft or embezzlement of any property of the Company or other deliberate injury to the Company; (iii) the Employee's negligence or incompetence in performing his duties hereunder; (iv) the Employee's refusal to perform or substantial neglect of any duties hereunder; (v) the Employee's violation of any reasonable written directions of the Company's governing board or more senior management and/or (vi) the Employee's commission of a crime involving conversion, misappropriation, larceny, theft, embezzlement or any other felony, regardless of whether such crime involves the Company; provided, however, that in the case of those matters set forth in clauses (i), (iii) or (v) above, the Employee shall first receive written notice of the infraction and a fifteen (15) day opportunity to cure the same; and

(b) "Disability" includes (i) being declared physically or mentally disabled by either a disability insurance carrier which provides disability insurance for the Employee or by a licensed physician who has examined or is treating the Employee, and such disability continues for 120

consecutive days or for a total of 180 days in any 12-month period; or (ii) the Employee being, for any reason, unable (absent any reasonable accommodation as required by law) to maintain full-time active participation in the Company's business for 120 consecutive days or for a total of 180 days in any 12-month period; provided, however that nothing in this Agreement shall require, result in or permit termination by reason of Disability in violation of applicable law, including, without limitation, the Americans with Disabilities Act.

If Employee's employment is terminated hereunder, the Employee shall be paid hereunder only for the period up to the date of such termination (the "Termination Date"). Unless otherwise agreed in writing, the Employee shall have no right to any compensation for any period after the Termination Date except for compensation that is vested or accrued and not previously paid and/or as provided in the benefit plans referred to in Section 4 above.

The provisions of Sections 7 through 21, inclusive, shall survive the termination of this Agreement or the employment relationship between the Employee and the Company.

7. Non-Competition and Non-Solicitation. The Employee agrees that:

(a) During the term of the Employee's employment with the Company and for a period ending on the later of (i) two years after the Termination Date or (ii) three (3) years from the date hereof (the "Non-Competition Period"), he shall not, directly or indirectly, either for himself or for any other Person (except the Company and its affiliates, referred to collectively herein as the "Business"), "participate" in any business or enterprise which competes in markets in which the Business competes and which develops, licenses, manufactures, sells, distributes or commercializes any products which are similar to and competitive with the products developed or being developed, manufactured, sold or distributed by the Company (or by any affiliate of the Company, but in the latter case, only if the Employee was directly involved in the development, manufacture, sale or distribution, or received confidential information related to the same) at any time within one (1) year prior to the Termination Date. For purposes hereof, the term "participate" includes owning any direct or indirect interest in, or providing any services to, any business or enterprise, whether as an officer, director, employee, shareholder, partner, sole proprietor, member, agent, representative, independent contractor, consultant, distributor, creditor or otherwise; *provided, however*, that the term "participate" shall not include ownership of less than 1 % of the stock of a publicly-held corporation whose stock is traded on a national securities exchange or in the over-the counter market, so long as the Employee has no active participation in the business of such corporation.

(b) During the Non-Competition Period, the Employee shall not directly or indirectly (except on behalf of the Business) (i) induce or attempt to induce any employee of the Business to leave the employ of the Business, or in any way interfere with the relationship between the Business and any employee thereof; or (ii) induce or attempt to induce any customer, supplier, licensee, licensor, distributor or other business relation of the Business to cease doing business with, or reduce its volume of business with, the Business or in any way interfere with the relationship between any such customer, supplier, licensee, distributor or business relation and the Business (including, without limitation, making any negative statements or communications about the Business).

8. Reasonable Restrictions. The Employee acknowledges that the restrictions set forth in Section 7 hereof are reasonable in scope and essential to the preservation of the Business' operations and proprietary interests and that the enforcement of such sections will not in any manner preclude the Employee from becoming gainfully employed and continuing to provide a standard of living for himself and his family of the sort to which he and they have become accustomed.

9. Revision; Reform. If, at the time of enforcement of this Agreement, a court shall hold that the duration, scope, geographic area or other restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, geographic area or other restrictions deemed reasonable under such circumstances by such court shall be substituted for the stated duration, scope, geographic area or other restrictions. If the court shall hold that such a provision is wholly unenforceable, then such provision shall be severed from this Agreement, and the Agreement shall be enforced as if such provision never existed.

10. Intellectual Property. The Employee covenants and agrees that he will promptly and completely inform and disclose to the Company all inventions, discoveries, creations, ideas, business methods, designs, improvements, patents, brands, names, trademarks, service marks, works of authorship and other copyrightable materials, and copyrights ("Intellectual Property") that the Employee may conceive, discover, make or acquire during his employment with the Company (and during the term of any consulting relationship if the employment relationship terminates and the Employee becomes a consultant to the Company) that pertain or relate to the past, present or intended business of the Company or its affiliates or to any experimental or preliminary work then being carried on by the Company or its affiliates, including those conceived, discovered, made or acquired by the Employee alone or with others; those conceived, discovered, made or acquired during or after regular working hours; and those conceived, discovered, made or acquired on or off the Company's premises. All such Intellectual Property is and shall be the exclusive property of the Company, and the Employee hereby assigns all right, title and interest in the same, including all related patents, patent applications, marks and copyrights, to the Company, without retention of any royalty or other right or interest. To the greatest extent provided by law, the Employee agrees that all such Intellectual Property constitutes "works made for hire" and is the exclusive property of the Company. The Employee shall assist the Company in obtaining U.S. or foreign patents, trade and service mark registrations, and/or copyright registrations on all such Intellectual Property as requested by the Company.

On demand from the Company and, without demand in the event the Employee's employment with the Company terminates for any reason whatsoever, the Employee covenants to promptly surrender and deliver to the Company all records, materials, equipment, drawings, tapes, disks and data of any nature and on any medium constituting, containing, summarizing or describing any information or other property of any type that belongs to the Company or that was entrusted to the Company by any third party.

Employee shall to the best of his best endeavors and in compliance with the confidentiality requirements (herein) safeguard Company information and property under his control, whether in hard copy, soft copy, or other form, and whether on or off the Company's

premises including but not limited to the Employee's residence or other location. Such safeguarding to include backing up, filing, or storage of said information and property where the backups, files, and/or storage are on company premises. Employee acknowledges that the information remains the property of the Company regardless of location or form."

11. **Confidentiality.** The Employee hereby acknowledges that the Company and its affiliates recognize and have designated that their Intellectual Property, work product, customer information and other business information are proprietary and trade secret information, and that the same is not generally available to the public. The Company hereby agrees that during the term of Employee's employment it will train Employee with respect to the Company's products and methods and will, as reasonably required or appropriate for his services for the Company, disclose to the Employee the relevant trade secrets and other confidential and proprietary information of the Company and its affiliates. The Employee agrees and covenants to take all steps necessary to protect the trade secrets and proprietary information of the Company and its affiliates. The Employee further acknowledges that, as a result of his special access to the records, computers, and data of the Company and its affiliates etc., he will have access to such trade secret and proprietary information of the Company and its affiliates (and to trade secret and proprietary information of third parties) in forms and on media where such information is not marked "confidential", "proprietary" or the like. The provisions of this Section 11 apply to all proprietary and trade secret information of the Company and its affiliates and of third parties whether or not so marked.

During and after the term of Employee's employment with the Company, Employee shall not disclose to any other person any confidential or proprietary data of the Company, its affiliates or third parties, except that during his employment with the Company, the Employee may make such disclosures as are consistent with accomplishing the business of the Company in a manner so as to protect the confidentiality of the confidential and proprietary information of the Company, its affiliates or third parties.

During and after term of Employee's employment with the Company, the Employee shall not use for any purpose other than performing duties for the Company any information owned by the Company or its affiliates or considered by the Company to be confidential or proprietary information of the Company, its affiliates or a third party.

Without limiting the foregoing provisions of this Section 11, the restrictions in this Section 11 apply, without limitation, to knowledge, data, and other information whether or not the same might be entitled to protection as a "trade secret" under the law in the absence of this Agreement. It is the parties' intention for the Employee to adhere to the strictest standard of confidentiality as regards any information of the Company, its affiliates, its customers or any other third parties with which the Company deals.

12. **Third-Party Property.** Employee agrees that he will use diligence not to bring onto the Company's premises or use in connection with any work for the Company any information or other property in which a third party has rights; unless specific prior arrangements satisfactory to the Company have been made with such third party.



13. Remedies. The Employee recognizes and agrees that in the event of a breach of Section 7, Section 10 or Section 11 of this Agreement, money damages would be inadequate and the Company would have no adequate remedy at law. Accordingly, the Employee agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the Employee's obligations under this Agreement not only by an action or actions for damages, but also by an action or actions for specific performance, injunctive and/or equitable relief, in either case without proof of actual damages and without posting a bond or other security (or, if such a bond be required by law, it is agreed that the amount thereof to be posted by the Company shall not exceed \$10,000), in order to enforce or prevent any violations (whether anticipatory, continuing or future) of this Agreement (including, without limitation, the extension of the Non-Competition Period by a period equal to (i) the length of the violation of this Agreement plus (ii) the length of any court proceedings necessary to stop such violation).

14. Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover, in addition to all other relief available at law or in equity, all reasonable attorneys' fees incurred by such party in such action.

15. Assignment: Binding Agreement. This Agreement is for the personal services of the Employee, who may not assign or delegate any of its rights or obligations hereunder without the prior written consent of the Company. The Company may assign this Agreement and/or delegate any or all of its duties hereunder to any person who becomes a successor in interest to business or assets with respect to which the Employee performs services; provided, however, no such assignment shall release the Company from its obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and their respective heirs, administrators, legal representatives, successors, and assigns.

16. Waiver. No denial or omission in the exercise of any right, power or remedy hereunder shall impair any such right, power or remedy or be construed to be a waiver or any default or any acquiescence therein.

17. Entire Agreement: Amendment. This Agreement, including Exhibit A and the Assignment and Consent attached hereto as Exhibit B contains the entire agreement of the parties with regard to the subject matter hereof, and may not be amended except by an agreement in writing signed by the parties hereto.

18. Notices and Other Communications. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally (including delivery by courier service), transmitted by telegram or mailed by registered or certified mail, postage prepaid, return receipt requested, as follows:

a. If to the Company, to:

\_\_\_\_\_  
Attention: \_\_\_\_\_

with a copy to:  
\_\_\_\_\_

b. If to the Employee, to:

Stephen F. Sands  
145 Whittington Place Anthony,  
New Mexico 88021 Facsimile:  
Telephone: (505) 589-9291

or to such other address as the party to whom notice is to be given may have previously furnished to the other party in writing in accordance herewith. Notice shall be deemed given on the date received (or if receipt thereof is refused, on the date of such refusal).

19. Governing Law and Currency. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law rules that might otherwise indicate the application of the law of another jurisdiction. Unless specifically stated otherwise, all amounts payable hereunder are payable in United States dollars.

20. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

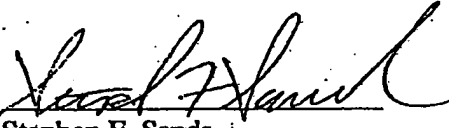
THE COMPANY:

By:   
its General Partner

By: DAVID BURTON

Its: \_\_\_\_\_

THE EMPLOYEE:

  
Stephen F. Sands

**EXHIBIT A**  
**COMPENSATION**

This Exhibit A to Employment and Non-Competition Agreement dated as of April 2002 sets forth the compensation payable to Stephens F. Sands (the "Employee") for his services to Compumedics USA, L.P. (the "Company").

1. The Employee shall be entitled to a base salary equivalent to \$178,000 per year (pro rated for any partial year), payable in accordance with the Company's usual payroll policies. An annual review shall occur, and as of such date, such base salary may be increased.
2. The severance compensation applicable under the circumstance described in the last sentence of the first paragraph of Section 6, is eleven weeks salary.
3. The Employee shall be entitled to earn a bonus, earned and payable in two parts. The first part is based on the financial targets for the first half of the financial year through to 31 December and the second for the full year through to 30 June.

The bonus will be based on both revenue and profit targets. The targets for the respective periods for the financial year through to 30 June 2003 are:

	6 months to 31 Dec 2002	6 months to 30 June 2003	12 months 30 June 03
Total revenue	USD4,535k	USD4,736k	USD 9271k
Earnings b'f int and tax	USD 287k	USD 714k	USD1,001k

On achievement of the first half financial year targets a bonus of 7% of gross annual salary will be paid and for achievement of the second half financial year targets an 8% bonus. The first half bonus of 7% will be carried over and paid at the end of the financial year if the full year targets are met.

The Company and the Employee shall cooperate to develop mutually agreeable financial targets for beyond June 30, 2003, and mutually agreeable bonuses tied to achieving those targets.

4. Upon execution of this Agreement by the Employee and the Company, the Company shall reimburse the Employee for up to \$2,500 of the Employee's legal costs in connection with negotiating this Agreement.
5. Subject to any required regulatory compliance, the Company shall enter into a Stock Option Agreement with Employee under which Compumedics, Ltd. shall grant Employee

(a) options to acquire 250,000 shares of common stock in Compumedics, Ltd., the Australian company, at a price per share equal to the closing price on the day before the closing of the Company's acquisition of the assets of Neurosoft, Inc.; and

(b) options to acquire an additional 100,000 shares of such common stock at such prices if the Company meets its targets for sales and earnings levels at each of June 30, 2002 (for which target options for 50,000 shares will be issuable) and December 31, 2002 (for which target options for 50,000 shares will be issuable), it being agreed that the sales and earnings targets will be established by the Company in consultation with the Employee; and

(c) the right to acquire options for up to an additional 250,000 shares of stock, in groups of 50,000 shares per "goal", at prices tied to the market value at the time the applicable goals are set, based on achieving certain financial goals relating to periods after December 2002, which goals are to be established by the Company in consultation with the Employee.

Said stock options shall be issued under a plan to be implemented to enable US employees to have options in an Australian listed company the rules of which will be consistent with those of the existing plan of Compumedics Ltd.

Initialed for Identification

By the Company: \_\_\_\_\_

By the Employee: \_\_\_\_\_

## EXHIBIT B

### ASSIGNMENT AND CONSENT

For value received, the sufficiency and receipt of which are hereby acknowledged, the undersigned (the "Employee") hereby agrees to the following:

1. The Employee hereby consents to the assignment by Neurosoft, Inc., a Delaware corporation, and any of its affiliates ("Assignors") to Compumedics USA L.P. (the "Company") of all right, title and interest to any and all inventions, discoveries, creations, ideas, business methods, designs, improvements, patents, brands, names, trademarks, service marks, works of authorship and other copyrightable materials, and copyrights ("Intellectual Property") that the Employee may have conceived, discovered, made or acquired during his employment with Neurosoft, Inc., a Delaware company, and any predecessor in interest (including Neurosoft, Inc., a Texas corporation) (collectively, "Former Employers") that pertain or relate to the past or current business of the Former Employers, including those conceived, discovered, made or acquired by the Employee alone or with others; those conceived, discovered, made or acquired during or after regular working hours; and those conceived, discovered, made or acquired on or off the premises of any Former Employer.
2. The Employee agrees that all such Intellectual Property is intended to become, and shall be the exclusive property of the Company, and the Employee hereby assigns all right, title and interest in the same, including all related patents, patent applications, marks and copyrights, to the Company, without retention of any royalty or other right or interest. To the greatest extent provided by law, the Employee agrees that all such Intellectual Property constitutes "works made for hire" and is, by virtue of assignment from the Assignors to the Company, the exclusive property of the Company.
3. The Employee represents to the Company that the Employee is a party to no, and is not aware of any, license, transfer, conveyance or other arrangement granting any third party an interest in any of such Intellectual Property.
4. Except as disclosed in a written statement signed by the Employee on or about the date hereof and delivered to the Company, the Employee is not aware of any circumstance constituting possible misappropriation or infringement by an Assignor of any third party's intellectual property or constituting possible misappropriation or infringement by a third party of any Assignor's intellectual property related to the business of Neurosoft, Inc.
5. The Employee shall assist the Company in obtaining U.S. or foreign patents, trade and service mark registrations, and/or copyright registrations on all such Intellectual Property as requested by the Company.

This Assignment and Consent is executed by the Employee and the Company as of April  
\_\_\_\_, 2002.

THE COMPANY:

\_\_\_\_\_

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

THE EMPLOYEE:

\_\_\_\_\_

Stephen F. Sands

## Assignment

Whereas, I/We, DAVID BURTON, a representative of Compumedics USA, 6605 West WT Harris Boulevard, Suite F, Charlotte, NC 28269, hereinafter called "assignor(s)," having acquired all of the right, title and interest in the application entitled ONLINE SOURCE RECONSTRUCTION FOR EEG/MEG AND ECG/MCG on January 27, 2004; and

Whereas, Compumedics Limited, of 30-40 Flockhart Street, Abbotsford, 3067, Victoria, Australia, hereinafter called "assignee," desires to acquire the entire right, title, and interest in the application and invention, and to any United States patents to be obtained therefor;

Now therefore, for valuable consideration, receipt whereof is hereby acknowledged,

I/We, the above named assignor(s), hereby sell, assign and transfer to the above named assignee, its successors and assigns, the entire right, title and interest in the application and the invention disclosed therein for the United States of America, including all divisions, and continuations thereof, and all Letters Patent of the United States that may be granted thereon, and all reissues thereof, including the right to claim priority under 35 U.S.C. §119, and I/we request the Director of the U.S. Patent and Trademark Office to issue any Letters Patent granted upon the invention set forth in the application to the assignee, its successors and assigns; and I/we will execute without further consideration all papers deemed necessary by the assignee in connection with the United States application when called upon to do so by the assignee.

I/We hereby authorize and request our attorneys SUGHRUE MION, PLLC of 2100 Pennsylvania Avenue, NW, Washington, DC 20037-3213 to insert here in parentheses (Application number 10/765,320 and Confirmation number 9408, filed January 27, 2004) the application number and filing date of said application when known.

Signature: \_\_\_\_\_

DAVID BURTON, DIRECTOR, as agent for Compumedics, USA

Date: 11 March 2009

(Legalization not required for recording but is prima facie evidence of execution under 35 U.S.C. §261)